Cambridge Redevelopment Authority

One Cambridge Center/Fourth Floor Cambridge, Massachusetts 02142 617 492-6801 617 492-6804 (FAX)



August ____, 2013

Ms. Alexandra Lee Kendall Square Association One Cambridge Center, 6th Floor Cambridge, MA 02142

Re: License Agreement for Temporary Use of Office Space

Dear Ms. Lee:

The Kendall Square Association (KSA) has requested that the Cambridge Redevelopment Authority (Authority) permit KSA to utilize certain office space of the Authority temporarily for office activities related to the daily operations of the KSA. The Authority is willing to cooperate with KSA in this matter and to permit such temporary use of a portion of its leased office space at One Cambridge Center (Authority's Space) upon the following understandings. This License will terminate on December 31, 2013. We understand that KSA is searching for office space and that it intends to secure and occupy such space not later than that time. As you know, the Authority leases its space from Boston Properties under a lease (Lease) that will expire on March 31, 2014:

- (1) The Authority hereby grants to KSA a temporary license (License) to use approximately 200 square feet of office space currently leased by the Authority from Boston Properties. The office space is located on the fourth floor of One Cambridge Center. The specific office areas are illustrated in Attachment 1 and labeled as Office 2 and Work Station 1.
- (2) The Authority additionally permits KSA to shared with the Authority the use of the common area of the same office as illustrated in Attachment 1, labeled Common Space. This includes shared use of the internal hallway and conference room. Together, the premises described in item (1) and item (2) of this License are referred to as the "Licensed Premises."
- (3) The Authority shall allow the KSA to utilize its photocopy machine at a cost equal to \$0.15 per copy for black and white copies and \$0.25 per copy for color copies. These costs will be invoiced to KSA monthly and will be due on receipt of an invoice.
- (4) KSA shall be permitted to access the internet via either a hard data line or wi-fi at a cost of \$36.00 per month, which amount shall be due to the Authority, in advance, for each month of the term of this License.

- (5) The Licensed Premises shall be used solely and exclusively for office operations related to the KSA and for no other purpose. KSA shall be permitted to bring visitors and business invitees into the Licensed Premises during the normal course of the work day, but no more that ---- representatives of KSA shall be permitted to routinely occupy the Licensed Premises.
- (6) The License granted hereby shall commence upon September 1, 2013 and shall continue until December 31, 2013. The Authority, at its own discretion, has the right to order KSA to vacate the Licensed Premises upon thirty (30) prior written days notice.
- (7) A payment of a monthly use and occupancy charge of \$1,300.00 commencing on September 1, 2013 and continuing through December 31, 2013 is required, for a total payment of \$5,200 over the four month time period. The monthly charge will be due on the first day of the month and will cover payment for the next succeeding month.
- (8) This License is subject to the terms and conditions of the Lease, each of which KSA agrees to comply with in every respect.
- (9) The Authority makes no representation whatsoever with respect to the present or future condition, or suitability for the uses and purposes contemplated hereby of the Licensed Premises and shall not be liable to any other person or firm for any injury, loss or damage on or about the Licensed Premises. KSA shall indemnify and hold the Authority and Boston Properties and its related entities harmless from and against any and all loss, damage, expense or liability incurred, suffered or claimed on account of any injury (including death) of any person or damage to property, however caused, occurring or alleged to have occurred on account of the use of the Licensed Premises at any time by KSA and its respective employees, agents, and members and guests, and any persons or firms dealing with KSA, its respective employees, agents, and members. KSA shall not take any claim against the Authority or Boston Properties and its related entities for any loss, damage or expense arising out of any such use of the licensed premises.
- KSA shall have shared responsibility with the Authority for securing the Licensed Premises and there shall be no liability whatsoever on the part of the Authority in connection therewith. KSA shall procure prior to occupancy of the Licensed Premises, and keep in effect during the period of this license, insurance, at no cost or expense to the Authority, which insurance shall also name the Authority and Boston Properties as party insured, including public liability insurance with limits of not less than \$1,000,000/\$2,000,000 against claims for injury to or death of one or more than one person, not less than \$500,000 against claims for property damage, and not less than \$10,000 for medical payments, due to alleged incidents occurring or resulting from operations under this license. KSA shall furnish a certificate or certificates of such insurance coverage to the Authority promptly upon the execution of this License and from time to time thereafter, evidencing the maintenance of such coverage during the period of this License.
- (11) KSA shall not block or otherwise interfere with ingress or egress from other portions of the Authority's Space. KSA shall also use its best efforts not to interfere with Authority uses of the Authority's Space.
- (12) KSA shall not construct any permanent improvements within the Licensed Premises or make any permanent modifications to the License Premises without prior written approval by the Authority. KSA is welcome to use office furniture and general supplies as offered by Authority staff, but shall not have access to the Authority's telephone system and shall have no parking privileges.

(13) Upon the termination of the period of this License, however caused, KSA shall vacate the Licensed Premises, promptly, or shall cause the same to be promptly vacated in an order and condition acceptable to the Authority. KSA shall not be entitled, by reason of its use of and land hereunder, to receive any relocation payment for its moving expenses, loss of property, or otherwise.

If KSA desires to use the Licensed Premises on the foregoing terms and conditions, kindly have a duplicate copy of this License signed by KSA and returned to the Authority with the first month use and occupancy charge, internet change payment, and the Certificate of Liability Insurance.

Sincerely,

CAMBRIDGE REDEVELOPMENT AUTHORITY
By:
Name: Thomas Evans Title: Executive Redevelopment Officer
Accepted and agreed this day of August, 2013.
KENDALL SQUARE ASSOCIATION By: Name: Title: (Hereunto duly authorized)
BOSTON PROPERTIES
By:
Name: Title: (Hereunto duly authorized)

Attachment - CRA Office Layout

